

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				INITIALS / CONTROL NO. DCC/041261		1. REQUISITION NUMBER N66604-3237-3EF4	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N66604-04-Q-1261	
6. SOLICITATION ISSUE DATE 2004 JAN 12		7. FOR SOLICITATION INFORMATION CALL: DIANE CHRISTENSEN		8. TELEPHONE NUMBER (No collect calls) 401-832-1445		9. FAX NUMBER 401-832-4820	
10. OFFER DUE DATE / LOCAL TIME 2004 JAN 30 2:00 pm EST		11. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708		12. CODE N66604		13. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(a)	
14. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		15. DISCOUNT TERMS PURCHASE CARD		16. 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/> 13b. RATING DO-C9		17. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
18. DELIVER TO: CODE		19. NAICS: 335999 SIZE STANDARD 500 EMP		20. ADMINISTERED BY CODE N66604		21. SEE BLOCK 9 NO PARTIAL SHIPMENTS OR PAYMENTS ARE AUTHORIZED. DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.	
22. MARK FOR:		23. 17a. CONTRACTOR / OFFEROR CAGE CODE		24. 18a. PAYMENT WILL BE MADE BY CODE		25. Payment will be made by government purchase card, currently the Citibank Mastercard. At the time of shipment, or completion of services, contact the individual identified on page 2 to obtain the account number to be charged. Invoices and bankcard authorizations should be mailed to that individual at NUWC Receipt Control; Code 0221 Building 1176; Newport, RI 02841.	
26. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER <input type="checkbox"/>		27. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input type="checkbox"/>		28. SEE NOTE ABOVE <input type="checkbox"/>		29. 19. ITEM NO. 20. SCHEDULE OF SUPPLIES/SERVICES 21. QUANTITY 22. UNIT 23. UNIT PRICE 24. AMOUNT SEE PAGE 2	
30. DIST: File(1), Kr (1), 0221 (1), 0221 Rec Control (1), Orig (1)							
31. 25. ACCOUNTING AND APPROPRIATION DATA				32. 26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
33. 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. 34. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
35. 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				36. 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <input type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS			
37. 30a. SIGNATURE OF OFFEROR/CONTRACTOR				38. 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
39. 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		40. 30c. DATE SIGNED		41. 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		42. 31c. DATE SIGNED	
43. 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
44. 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				45. 32c. DATE		46. 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVT. REPRESENTATIVE	
47. 32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE				48. 32f. TELEPHONE NUMBER OF AUTHORIZED GOVT. REPRESENTATIVE			
				49. 32g. E-MAIL OF AUTHORIZED GOVT. REPRESENTATIVE			
50. 33. SHIP. NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		51. 34. VOUCHER NUMBER		52. 35. AMOUNT VERIFIED CORRECT FOR		53. 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
54. 38. S/R ACCOUNT NUMBER		55. 39. S/R VOUCHER NUMBER		56. 40. PAID BY		57. 37. CHECK NUMBER	
58. 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				59. 42a. RECEIVED BY (Print)			
60. 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				61. 42b. RECEIVED AT (Location)			
62. 41c. DATE				63. 42c. DATE REC'D (YY/MM/DD)		64. 42d. TOTAL CONTAINERS	

SCHEDULE CONTINUATION

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	SECONDARY PROPULSION MOTOR CABLE SUB ASSEMBLIES NSN 6130-01-477-6642 IAW ATTACHMENT 1 SPECIFICATIONS AND DWG#803-1197260-REV B, PHASE C. 6881	4	EA		
0002	SECONDARY PROPULSION MOTOR CABLE SUB ASSEMBLIES NSN 5935-01-203-5079 IAW ATTACHMENT 1 SPECIFICATIONS AND DWG#803-1197260-REV B, PAHSE B. TRIDENT	3	EA		

LIST OF ATTACHMENTS:

ATTACHMENT #1 – SPECIFICATIONS/REQUIRMENTS – 2 PAGES

DIRECT ALL PAYMENT INQUIRIES TO:

1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
3. The FAX number for Receipt Control is 401-832-3075

THE FOLLOWING CLAUSES ARE APPLICABLE WHEN CHECKED:

DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	4	60 DAY ARO
0002	3	60 DAYS ARO

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

☐ 52.204-2, SECURITY REQUIREMENTS, (AUG 1996)

☐ 252.204-7000, DISCLOSURE OF INFORMATION (DEC 1991)

☒ 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

☐ 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

☐ 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

☐ 52.211-5, MATERIAL REQUIREMENTS, (AUG 2000)

☒ 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

☐ **52.211-16, VARIATION IN QUANTITY, (APR 1984)**

para.(b) fill-ins:

variation shall be limited to: zero percent increase, and zero percent decrease

variation shall apply to: all items

☐ **52.213-2, INVOICES, (APR 1984)**

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state --

(a) The starting and ending dates of the subscription delivery; and

(b) Either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

☒ **52.213-4, TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2003)**

Para. (c) fill-in: <http://www.arnet.gov/far/>

☐ **52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)**

☐ **252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM, (APR 2003)**

☐ **252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)**

☐ **252.227-7013, RIGHTS IN TECHNICAL DATA -- NON-COMMERCIAL ITEMS, (NOV 1995)**

☐ **252.227-7014, RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)**

☐ **252.227-7019, VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE (JUN 1995)**

☐ **252.227-7030, TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)**

☐ **252.227-7036, DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)**

☐ **252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)**

☐ **52.232-18, AVAILABILITY OF FUNDS, (APR 1984)**

☒ **52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986) - ALT I (APR 1984)**

☐ **52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (MAY 1999)**

☒ **52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)**

☒ **52.243-1, CHANGES - FIXED PRICE (AUG 1987)**

☒ **252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**

☐ **52.245-1, PROPERTY RECORDS, (APR 1984)**

☐ **52.245-2, GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)**

☐ **52.245-4, GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)**

☐ **252.245-7001, REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

☐ **52.246-1, CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)**

☐ **52.246-16, RESPONSIBILITY FOR SUPPLIES (APR 1984)**

☐ **252.246-7000, MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)**

☐ **NOTICE TO SUPPLIERS (FAR 52.213-3) (APR 1984)**

This is a firm offer ONLY if your price does not exceed the maximum line item or total price in the schedule. Submit invoices to the contracting officer. If you cannot perform in exact accordance with this order, withhold performance and notify the contracting officer immediately, giving your quotation.

___ PREPAID SHIPMENT - REIMBURSABLE TRANSPORTATION

The contractor shall prepay transportation charges subject to reimbursement by the government. Material will be delivered f.o.b. supplier's plant ___, ___ with shipment to be made to destination(s) specified herein. The transportation cost is to be shown on the same invoice as supplies are billed but as a separate item. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the government when requested for audit purposes. For obligation purposes only, the transportation cost is estimated to be \$___.

___ INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at __ by __. The contractor shall notify the cognizant inspector when material is available for inspection. The place (or places) designated for quality assurance actions may not be changed without the written authorization of the contracting officer.

___ PAYMENT FOR PUBLICATIONS WITHOUT INVOICE

It is hereby certified that the contractor refuses to submit a bill or invoice for the item(s) purchased hereunder, and accordingly, payment in advance is required. Payment by check will be made directly to the contractor by the paying office designated herein.

**___ 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997)**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL(If none, insert "None")

IDENTIFICATION NO.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

252.223-7001, HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL(If none, insert "None")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SOLICITATION PROVISIONS

The following provisions marked with an X apply to this solicitation:

X **52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

____ DX or X DO Rated Order

____ **52.217-3, EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)**

____ **52.217-4, EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)**

____ **52.217-5, EVALUATION OF OPTIONS (JUL 1990)**

____ **52.247-45, F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION (APR 1984)**

____ **AWARD BY LOT**

(a) Award will be made to a single offeror on each entire lot.

(b) For the purpose of evaluating offers, each lot indicated below will be considered as a single item and will be awarded only as a unit:

Lot Number Item Number

(c) The offeror must propose on all items in a lot to be eligible for award of that lot. Award will be made to the responsible offeror proposing the lowest aggregate price for each lot as designated above; however, the Government reserves the right to award by item within any lot when the contracting officer determines that it is advantageous to the Government.

X **AWARD CRITERIA**

Award will be made to that responsible offeror proposing the lowest price for the supplies or services meeting the requirements of the solicitation.

EVALUATION - BEST VALUE

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical capability of the item offered to meet the Government's requirements.
- (2) Price
- (3) Past Performance

(b) Technical Capability and Past Performance are essentially equal in importance. When combined, Technical Capability and Past Performance are significantly more important than Price. However, Price is important and will be seriously considered. The importance of price will increase with the degree of equality of the offers in relation to the other factors, or when it is so significantly high as to diminish the value of the other factors to the Government.

(c) Past performance will be evaluated as an indicator of the offeror's expected future performance. The contracting officer will consider all available information concerning the offeror's past performance whether contained in the proposal or not. This may include information furnished by points of contact not named in the proposal or information from other sources such as commercial rating services. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(d) *Options*. This paragraph applies only if options are included in this solicitation. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

Taxpayer Identification Number (TIN) is: _____

X 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth on the front page of the solicitation.

(2) The small business size standard is set forth on the front page of the solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

X **52.22-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that -

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

X **52.22-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

X **252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)**

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item No.

Country of Origin

(3) The following end products are other foreign end products:

Line Item No.

Country of Origin

SPECIFICATIONS/REQUIREMENTS
REQ #N66604-3237-3EF4

All Secondary Propulsion Motor (SPM) cable subassemblies shall be manufactured in accordance with NAVSEA drawing 803-1197260 REV B with the following technical exceptions and contractual guidance:

1. The cable subassemblies shall be delivered to the government without the polyurethane overmolding. The contractor shall utilize and complete the applicable portions of the Traveler for each cable subassembly produced. Motor end connector shall be manufactured with large nut In Accordance With (IAW) drawing 1197260 Rev B SW23.
2. The manufacturer of the cable subassembly shall include in their quote, the cost(s) of transporting them to the government's molding facility located in Norfolk, VA.
3. Once the cable subassemblies are received and accepted by the government, they will be overmolded by the government with polyurethane.
4. Hydrostatic pressure testing is NOT a requirement of this solicitation. The government will place a separate order for this testing with the contractor at the completion of the overmolding by the government.
5. All 688I/SEAWOLF assemblies are required to be 31' +/-8". The TRIDENT length is per the drawing.
6. Sub Assembly will not have any polyurethane over the outside of the connector components (both penetrator and motor end).
7. No electrical testing will be done to the sub assembly.
8. No first article testing will be done to the subassembly
 - a. Shock
 - b. Vibration
 - c. Insulation Resistance
 - d. Dielectric
 - e. Operation
 - f. Hydrostatic Pressure
9. No insertion or current overload test will be performed on the sub assembly.
10. No current overload or thermal shock test will be performed on the sub assembly.

The following is a list of material changes due to spec cancellation or inactivation:

1. Piece 61 use ASTM-D-5948 Type GP100 Filler Chop Length ½"
2. Piece 62 use ASTM-D-1710 Type 1, Grade 1, Class A
3. Piece 74 use ASTM-B-124 C632
4. Piece 78 use Mil-T-1368 Class A.
5. Piece 149 use QQ-N-281 Class A or Class B.

The following are specifications that have changed:

1. MS16142 has been cancelled and superseded by SAE-J1926/1 & ISO 725
2. Mil-F-18866 is inactive. Use SAE J514 for new design.
3. QQ-B-637 has been cancelled and superseded by ASTM-B21, ASTM-B21M, ASTM-B124, ASTM-B283
4. Mil-P-25732 is inactive. Use Mil-P-83461 @275 degrees F.
5. Mil-STD-248 has been cancelled and replaced with NAVSEA PUB S9074-AQ-GIB-010/248.
6. QQ-S-365 has been cancelled. Use ASTM-B700.

***Important Note:** Any additional proposed technical exceptions, material or specification changes, other than those listed above, must be brought to the attention of the Contracting Officer PRIOR to the solicitation closing. If approved, the additional change will be incorporated into the solicitation by a written amendment posted to our contracts web site. NO TECHNICAL EXCEPTIONS OR OTHER CHANGES WILL BE ACCEPTED AFTER THE SOLICITATION HAS CLOSED.

To request a copy of NAVSEA Drawing 803-1197260 REV B, send a written request to Diane Christensen at christensenc@npt.nuwc.navy.mil.

The drawings specify that any source for these cables must have demonstrated that it meets the standard prescribed for qualification. Offerors should contact the agency activity Submarine Maintenance Engineering Planning and Procurement (SUBMEPP/W. Nichols (207) 438-6186 for further information on meeting the standards for qualification.